

CRAVATH, SWAINE & MOORE

ONE CHASE MANHATTAN PLAZA

NEW YORK, N. Y. 10005

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TELEX

RCA 233663

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RECORDATION NO. 11063-A Filed 1425

DEC 26 1979 - 3 10 PM

INTERSTATE COMMERCE COMMISSION

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CABLE ADDRESSES
CRAVATH, N. Y.
CRAVATH, PARIS
CRAVATH, LONDON E. C. 2

No.

Date DEC 26 1979

Fee \$ 10.00

ICC Washington, D. C.

December 19, 1979

Trailer Train Company

Conditional Sale Agreement Dated as of October 1, 1979

10-3/8% Conditional Sale Indebtedness Due 1995

Dear Ms. Mergenovich:

Pursuant to 49 U.S.C. § 11303(a) and the Commission's rules and regulations thereunder, I enclose herewith on behalf of Trailer Train Company, for filing and recordation as an amendment to the filings under recordation number 11063, counterparts of the following documents:

Amendment Agreement dated as of December 15, 1979, among Mercantile-Safe Deposit and Trust Company, Trailer Train Company, Pullman Incorporated (Pullman Standard Division), ACF Industries, Incorporated, and Thrall Car Manufacturing Company.

The names and addresses of the parties to the aforementioned Amendment Agreement are as follows:

(1) Assignee-Agent:

Mercantile-Safe Deposit and
Trust Company
P. O. Box 2258
Baltimore, Maryland 21203

*Ms. Rec
this one is
11063-A*

*C. Dewey
Wor
Pensley*

(2) Builders-Vendors:

Pullman Incorporated (Pullman Standard Division)
200 South Michigan Avenue
Chicago, Illinois 60604

ACF Industries, Incorporated
750 Third Avenue
New York, N. Y. 10017

Thrall Car Manufacturing Company
P. O. Box 218
Chicago Heights, Illinois 60401

(3) Vendee:

Trailer Train Company
300 South Wacker Drive
Chicago, Illinois 60606

Please file and record the documents referred to in this letter and cross-index them under the names of the Assignee-Agent, the Builders-Vendors and the Vendee.

The equipment covered by the aforementioned documents consists of the following:

To Be Excluded

36 Pullman 89'4" 70-ton capacity, hydraulic draft gear, flush deck, standard-level flatcars for auto rack device, AAR Mechanical Designation FA, bearing identifying numbers of the Vendee 942840-942875, both inclusive;

95 ACF 89'4" 70-ton capacity, hydraulic draft gear, flush deck, all-purpose flatcars, AAR Mechanical Designation FC, bearing identifying numbers of the Vendee 992205-992299, both inclusive;

To Be Included

110 Pullman 89'4" 70-ton capacity, hydraulic draft gear, flush deck, all-purpose flatcars, AAR Mechanical

Designation FC, bearing identifying numbers of the Vendee 990890-990999, both inclusive;

15 Pullman 89'4" 70-ton capacity, hydraulic draft gear, flush deck, all-purpose flatcars, AAR Mechanical Designation FC, bearing identifying numbers of the Vendee 991463-991477, both inclusive; and

1 Thrall 68' 100-ton capacity, hydraulic draft gear, flush deck flatcar with bulkheads, AAR Mechanical Designation FC, bearing the identifying number of the Vendee 81660.

There is also enclosed a check for \$10 payable to the Interstate Commerce Commission, representing the fee for recording the Amendment Agreement.

Please stamp all counterparts of the enclosed document with your official recording stamp. You will wish to retain one copy of the instruments for your files. It is requested that the remaining counterparts be delivered to the bearer of this letter.

Very truly yours,

Laurance V. Goodrich

Laurance V. Goodrich,
As Agent for Trailer Train Company

Ms. Agatha L. Mergenovich, Secretary,
Interstate Commerce Commission,
Washington, D. C. 20423

Encls.

17N

DEC 26 1979 - 3 50 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT dated as of December 15, 1979, among PULLMAN INCORPORATED (PULLMAN STANDARD DIVISION) ("Pullman"), ACF INDUSTRIES INCORPORATED ("ACF"), THRALL CAR MANUFACTURING COMPANY ("Thrall") (collectively "Builders"), TRAILER TRAIN COMPANY ("Vendee") and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent").

WHEREAS the Builders, Bethlehem Steel Corporation and the Vendee have entered into a Conditional Sale Agreement dated as of October 1, 1979 ("CSA");

WHEREAS the Builders, Bethlehem Steel Corporation and the Agent have entered into an Agreement and Assignment dated as of October 1, 1979 ("Assignment");

WHEREAS the CSA and the Assignment were filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on November 19, 1979, at 2:30 p.m., recordation number 11063; and

WHEREAS the parties hereto now desire to amend the CSA by deleting certain Pullman and ACF units of Equipment from Schedule B to the CSA because of a delay in their delivery schedule and by adding certain Pullman and Thrall units of Equipment to Schedule B of the CSA, all prior to delivery and acceptance of such units under the CSA.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. Schedule B to the CSA is hereby amended and restated in its entirety as shown in Exhibit A attached hereto.
2. The Assignment is hereby amended to permit the aforesaid amendment to the CSA as though originally set forth therein.
3. Except as hereby amended, the CSA and the Assignment shall remain unaltered and in full force and effect.
4. The Vendee will promptly cause this Amendment Agreement to be filed and recorded with the Interstate Commerce Commission in accordance with the provisions of Article 19 of the CSA.

5. This Amendment Agreement may be executed in several counterparts, such counterparts together constituting but one and the same instrument.

Any and all notice, requests, certificates and other instruments executed and delivered after the execution and delivery of this Amendment Agreement may refer to the CBA without making specific reference to this Amendment Agreement but nevertheless all such references shall be deemed to include this amendment agreement unless the context shall otherwise require.

IN WITNESS WHEREOF, the parties have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

PULLMAN INCORPORATED
(Pullman Standard Division)

by

R. E. Lynch
Vice President
FREIGHT UNIT *SRW*

[Corporate Seal]

Attest:

William O. O'Keefe
ASSISTANT SECRETARY

ACF INDUSTRIES, INCORPORATED

by _____
Vice President

[Corporate Seal]

Attest:

Assistant Secretary

THRALL CAR MANUFACTURING COMPANY,

by _____
Vice President

[Corporate Seal]

Attest:

TRAILER TRAIN COMPANY,

by _____
Vice President-Fleet Management

[Corporate Seal]

Attest:

Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST
COMPANY, as Agent

by _____
Assistant Vice President

[Corporate Seal]

Attest:

Corporate Trust Officer

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this day of 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Vice President of THRALL CAR MANUFACTURING COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this *19th* day of *December* 1979, before me personally appeared *R. E. Lynch*, to me personally known, who, being by me duly sworn, says that he is a Vice President-Freight Unit of PULLMAN INCORPORATED (Pullman Standard Division), that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Janice H. Pustner

Notary Public

[Notarial Seal]

My Commission expires

MY COMMISSION EXPIRES
August 7, 1983

STATE OF MARYLAND,)
) ss.:
CITY OF BALTIMORE,)

On this day of 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this day of 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is the of TRAILER TRAIN COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF NEW YORK,)
) ss.:
COUNTY OF NEW YORK,)

On this day of 1979, before me
personally appeared , to me personally
known, who, being by me duly sworn, says that he is a Vice
President of ACF INDUSTRIES, INCORPORATED, that one of the
seals affixed to the foregoing instrument is the corporate
seal of said Corporation, that said instrument was signed and
sealed on behalf of said Corporation by authority of its
Board of Directors and he acknowledged that the execution of
the foregoing instrument was the free act and deed of said
Corporation.

Notary Public

[Notarial Seal]

My Commission expires

SCHEDULE B

<u>Builder</u>	<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>Builder's Specifications</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Unit Base Price</u>	<u>Total Base Price</u>	<u>Road Numbers (Inclusive)</u>	<u>Estimated Time and Place of Delivery</u>
Bethlehem Steel Corporation	89'4" 70- ton capacity, hydraulic draft gear, flush deck all purpose flatcars	FC	T-6078-B	Johnstown, Pennsylvania	623	\$50,000	\$31,150,000	981885- 982507	November 1979- February 1980 at Johnstown, Pa.
Pullman Incorpo- rated (Pullman Standard Division)	89'4" 70- ton capacity, hydraulic draft gear, flush deck all purpose flatcars	FC	T-6078-P	Bessemer, Alabama	600	50,000	30,000,000	990400- 990999	November 1979- January 1980, at Bessemer, Ala.
	89'4" 70- capacity, hydraulic draft gear, flush deck all purpose flatcars	FC	T-3079-P	Bessemer, Alabama	15	48,782	731,730	991463- 991477	November 1979
	89'4" 70- ton capacity, hydraulic draft gear, flush deck standard level flat- cars for auto rack device	FA	T-4079-P	Bessemer, Alabama	140	41,000	5,740,000	942700- 942839	January- February 1980 at Bessemer, Ala.
Thrall Car Manufac- turing Company	68' 100-ton capacity, hydraulic draft gear, flush deck flatcars with bulkheads	FC	T-4078-T	Chicago Brighton, Illinois	126	52,000	6,552,000	81660 & 81835- 81959	November- December 1979 at East Chicago, Ill.

<u>Builder</u>	<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>Builder's Specifications</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Unit Base Price</u>	<u>Total Base Price</u>	<u>Road Numbers (Inclusive)</u>	<u>Estimated Time and Place of Delivery</u>
CF Industries, Incorpo- ated	89' 4" 70-ton capacity, hydraulic draft gear, flush deck all purpose flatcars	FC	T-4079-A	St. Louis, Missouri	105	\$46,250	\$4,856,250	992100- 992204	December 1979- February 1980, at St. Louis, Mo.
					<u>1609</u>		<u>\$79,029,980</u>		